

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWIFT PREPAID SOLUTIONS, INC.		12/12/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING, INC.		
Street Address:	301 Commerce St #3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88443458	DIGITAL ACCELERATOR	
Serial Number:	88466366	LEO PAYMENTS	
Serial Number:	88466505	VINCI PAYMENTS	
Serial Number:	88466522	DA V PAYMENTS	
Serial Number:	88466535	DAVINCI PAYMENTS	
Serial Number:	88588037	MY BALANCE PAVILION	
Serial Number:	88588038	BALANCE PAVILION	
Serial Number:	88588039	PREPAID PAVILION	
Serial Number:	88588040	MY PREPAID PAVILION	
Serial Number:	88654250	MY NET BALANCE	
Serial Number:	88654253	BALANCE NETWORK	
Serial Number:	88654254	MY BALANCE NETWORK	
Serial Number:	88654256	MY BALANCE NET	
Serial Number:	88660339		
Serial Number:	88660351		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 PARK AVENUE
Address Line 2: c/o Paul Hastings LLP
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
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SIGNATURE:	/s/ AG
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DATE SIGNED:	12/12/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 12th day of December, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and TPG SPECIALTY LENDING, INC., as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “Collateral Agent”). Capitalized terms used but not defined herein shall have the meaning assigned in the Pledge and Security Agreement dated as of July 31, 2017 (as amended, restated, replaced, supplemented or otherwise modified, the “Security Agreement”), by and among the Grantors named therein and the Collateral Agent.

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Licenses, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Property.

2. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto.

Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE FINANCING AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SWIFT PREPAID SOLUTIONS, INC.

By: 
Name: Brian Levin
Title: Chief Financial Officer

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SWIFT PREPAID SOLUTIONS, INC.

By: _____
Name:
Title:

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC.

By: _____
Name: Robert (Bo) Stanley
Title: President



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006815 FRAME: 0248

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial No.	Filing Date
Swift Prepaid Solutions, Inc.	United States	DIGITAL ACCELERATOR	88443458	May 23, 2019
Swift Prepaid Solutions, Inc.	United States	LEO PAYMENTS	88466366	June 10, 2019
Swift Prepaid Solutions, Inc.	United States	VINCI PAYMENTS	88466505	June 10, 2019
Swift Prepaid Solutions, Inc.	United States	DA V PAYMENTS	88466522	June 10, 2019
Swift Prepaid Solutions, Inc.	United States	DAVINCI PAYMENTS	88466535	June 10, 2019
Swift Prepaid Solutions, Inc.	United States	MY BALANCE PAVILION	88588037	August 22, 2019
Swift Prepaid Solutions, Inc.	United States	BALANCE PAVILION	88588038	August 22, 2019
Swift Prepaid Solutions, Inc.	United States	PREPAID PAVILION	88588039	August 22, 2019
Swift Prepaid Solutions, Inc.	United States	MY PREPAID PAVILION	88588040	August 22, 2019
Swift Prepaid Solutions, Inc.	United States	MY NET BALANCE	88654250	October 15, 2019
Swift Prepaid Solutions, Inc.	United States	BALANCE NETWORK	88654253	October 15, 2019

Grantor	Country	Mark	Serial No.	Filing Date
Swift Prepaid Solutions, Inc.	United States	MY BALANCE NETWORK	88654254	October 15, 2019
Swift Prepaid Solutions, Inc.	United States	MY BALANCE NET	88654256	October 15, 2019
Swift Prepaid Solutions, Inc.	United States		88660339	October 18, 2019
Swift Prepaid Solutions, Inc.	United States		88660351	October 18, 2019